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| Eldridge Utility Bd. | Eldridge Iowa Employees Assn. (Mixed) | 7/1/2003 | 6/30/2007 |
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ELDRIDGE
MUNICIPAL/UTILITY EMPLOYEES AGREEMENT

PREAMBLE

This Agreement is entered into by and between the CITY OF ELDRIDGE, Iowa and the ELDRIDGE UTILITY BOARD hereinafter collectively called for purposes of this agreement the "City" and ELDRIDGE IOWA EMPLOYEES ASSOCIATION, hereinafter called the "Association".

ARTICLE I

Recognition

The City recognizes the Association as the sole and exclusive bargaining representative of a unit consisting of all regular full-time City Hall, Public Works and Utility employees of the City of Eldridge/Eldridge Utility Board, working thirty-two (32) hours or more per week but excluding the City Administrator, City Clerk, Director of Public Works, Utility General Manager, Police, all other City employees and all employees excluded by Section 4 of the Public Employment Relations Act, Chapter 20, Code of Iowa (1989) (Certification Number 4336). There shall be no discrimination, restraint, or coercion by the Association or City for or against any employee because of his membership or non-membership in the Association.

Neither the City nor the Association shall discriminate against any employee covered by this Agreement in any manner that violates the law.

The terms of this Agreement establish all benefits and rights employees covered by the Agreement shall be entitled to

receive from the City. Employees covered by this Agreement shall not be entitled to any rights or benefits under the City's Personnel Policy except as granted from time to time by the City.

Use of the masculine or feminine gender in references or titles shall be considered to include both genders.

ARTICLE II

Employment Status

New employees shall serve a six (6) month probationary period during which time they may be terminated for any reason and shall not be entitled to use the grievance procedure. If the City determines that the probation period for a specific employee does not allow sufficient time to thoroughly evaluate the employee, the City may extend the probationary period for a specific time. Newly hired employees, during their probation period, shall not be entitled to participate in the City's benefit programs, including but not limited to paid time off and other types of benefit programs. Participation in City insurance programs will be allowed during this probationary period subject to the normal waiting periods of the insurance carrier.

Full-time employees who are regularly scheduled to work at least a minimum of 40 hours per week are eligible to participate in the City's benefit programs as outlined in this Agreement. Part-time and other employees who are scheduled to work less than 40 hours per week are not eligible to participate in the City's benefit programs, including, but not limited to paid time off, insurance and other types of benefit programs.

For purposes of determining benefits and other terms and conditions of employment other than seniority, the start date for part time employees who become full time employees shall be the first date they are paid as a full time employee. For purposes of seniority only, the start date for part time employees who become full time employees shall be the date they are first hired as a part time employee.

Temporary, seasonal employees and part-time employees are not covered by the terms of this agreement but may perform bargaining unit work as required.

ARTICLE III

Management Rights

The City shall retain the sole right and authority to operate and direct the affairs of the City in all its various aspects, including, but not limited to, all rights enumerated by Section 7 of the Public Employee Relations Act and all rights and authority exercised by the City prior to the execution of this agreement. Among the rights retained by the City are the City's rights to direct the working forces; to plan, direct and control all the operations and services of the City; to schedule and assign work; to establish normal work hours; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; the right to discontinue, transfer, subcontract or assign all or any part of the operations of the City; to expand, reduce, alter, combine, transfer, assign to or cease any job, job group, department or operation, the right to hire, examine,

classify, promote, train, transfer, assign and retain employees; the right to suspend, demote, discharge or take other disciplinary action against employees; to change or eliminate existing methods, equipment or facilities and to make and enforce rules, policies, regulations and departmental orders; provided, however, that the exercise of any of the above rights shall not conflict with any of the express and specific written terms of this Agreement. The rights set out above and included in this Section are not grievable unless specifically and expressly permitted by a later Section of this Agreement.

Supervisors may perform bargaining unit work as required.

It is agreed that the City has the right to establish and implement a drug and alcohol testing program for employees upon such terms and conditions established by the City in order to comply with law or federal regulations.

ARTICLE IV

Work Stoppages

The Association agrees that neither it nor any of its officers, agents or members will instigate, condone, authorize, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott, or other action which will interrupt or interfere with the operations of the City.

The City agrees that it will not engage in any lockout of its employees as the result of a labor dispute with the Association.

In the event an employee or employees covered by this Agreement cause, instigate or participate in any unlawful work

stoppage, strike, slowdown, picketing, boycott, or any other action which will interrupt or interfere with the operation of the City, the Association agrees that it shall take immediate, affirmative steps with the employee or employees involved to bring about an immediate resumption of normal operations of the City.

In the event an employee or employees covered by this Agreement cause, instigate, or participate in any unlawful work stoppage, strike, slowdown, picketing, boycott or any other action which will interrupt or interfere with the operations of the City, the City may discharge said employee or employees or otherwise discipline any employee or employees subject to grievance procedures as set forth in this Agreement or by use of any other statutory procedures.

ARTICLE V

Grievance and Arbitration Procedure

A grievance shall be defined as a dispute or disagreement between the City and the Association with regard to the interpretation or violation of any of the express written terms and provisions of this Agreement.

Grievances shall be processed in the following manner.

Section 1

Step One: The employee shall orally submit his grievance to the Department Supervisor for adjustment within five (5) calendar days after the occurrence of the event giving rise to the grievance. The Supervisor shall investigate the grievance and shall give his oral answer within a period of five (5) calendar

days of submission of the grievance by the employee. The failure of the Supervisor to give an answer within five (5) calendar days shall be deemed a denial of the grievance and the grievance may be appealed to the next step.

Step Two: If the grievance is not settled in Step One, the Association may present the grievance, in writing, to the City Administrator within seven (7) calendar days after the answer of the Supervisor, or, if no answer was given, within seven (7) calendar days of when it is due, whichever occurs first. The grievance shall be signed by the Association and the employee and shall state specifically the facts of the alleged violation, the specific provisions of this Agreement allegedly violated, and a statement specifying what relief or remedy is requested. The City Administrator shall investigate the grievance and issue a decision in writing within a period of seven (7) calendar days of receipt of the grievance from the Association. The failure of the City Administrator to issue a decision within said seven (7) calendar days shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three: If the grievance is not settled in Step Two, the Association may appeal the grievance to arbitration. The Association shall request arbitration by written notice submitted to the City Administrator within five (5) calendar days from the date that the City Administrator's decision was given; or, if no decision was given, within five (5) calendar days of when it was due, whichever occurs first. When a timely report has been made for an arbitration, a representative of the City and the

Association shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the City's receipt of the arbitration notice, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a list of five (5) arbitrators. Upon receipt of the list, the parties' designated representatives shall determine by lot the order of elimination, and thereafter each shall, in that order, alternatively strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 2

The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the City in any manner reserved to the City by law or the terms of this Agreement. The decision of the arbitrator within the scope of the arbitrator's authority shall be final and binding upon all parties in cases of grievances involving discipline or discharge of employees. A decision of the arbitrator within the scope of the arbitrator's authority in cases not involving discipline or

discharge of an employee will only be advisory and shall not be binding upon the City. Any decision by the arbitrator may not be retroactively applied beyond the date of the occurrence giving rise to the grievance.

Section 3

The parties shall share the cost of the arbitration procedure, such as the fees and expenses of the arbitrator, the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

Section 4

At all steps of the Grievance Procedure, after Step 1, the City or the Association may be represented by a designated third party representative. The City, by written notice to the Association, may designate another individual to act in place of the City Administrator in handling grievances at Step 2 and 3 of the procedure.

Section 5

The failure of an employee, or the Association, to appeal a grievance to the next step within the applicable terms specified above, shall bar an employee or the Association from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6

The failure of the City to reply within the applicable time as specified above, shall be deemed a denial of the grievance which may then be appealed to the next step in the procedure.

Section 7

An employee shall only be disciplined or discharged for cause. The grievance and arbitration procedure established under this Article shall be the sole and exclusive method for contesting employee discipline or discharge.

ARTICLE VI

Personnel Policies

Wages, terms and conditions of bargaining unit employees shall be governed by the terms of this Agreement and they shall have no right to benefits contained under the City's Personnel Policies except as determined by the City.

ARTICLE VII

Wages

Employees shall receive a two and one-half percent (2 ½%) general wage increase on July 1, 2003, two and one-half percent (2 ½%) general wage increase on July 1, 2004, two and one-half percent (2 ½%) general wage increase on July 1, 2005 and a three and one-half percent (3 ½%) general wage increase on July 1, 2006. In addition, employees employed as of July 1, 2003 shall receive equity adjustments on July 1, 2003, July 1, 2004 and July 1, 2005 in accordance with a Memorandum of Agreement entered into between the City and the Association on December 17, 2002.

Employees who are members of the Association may authorize the City to deduct Union membership dues uniformly levied by the Association in accordance with the Constitution and By-Laws of the Association from compensation earned by executing a Written

Authorization. Upon delivery of a Written Authorization for Check-off Dues, deductions shall be made thereafter as long as the Authorization for Check-off Dues form is in effect. The amount to be deducted for dues shall be certified to the City by the Association and aggregate deductions for employees shall be remitted to the Association monthly at the address designated by the Association. The City and/or its agents shall not be liable to the Association by reasons of the requirements of this Article for the remittance of payment of any sum other than that constituting actual deductions made from the employees' wages earned. The Association shall indemnify and hold harmless the City against any and all liability and expenses, including reasonable attorney fees, that may arise by reason of the compliance with the terms of this paragraph.

ARTICLE VIII

Employee Evaluation

The City may continue to use their employee evaluation system or any system of evaluation they may select. Such evaluations shall not be subject to the grievance procedure.

ARTICLE IX

Hours of Work

The normal week shall consist of forty (40) hours of work to be scheduled at the discretion of the Department Supervisor. The normal work week starts on Sunday and ends on Saturday. Additional hours may be assigned from time to time to meet the requirements of the City as determined by the Department

Supervisor. Nothing contained herein shall constitute a guarantee of hours of work per day or per week.

Overtime shall be paid for all hours actually worked in excess of forty (40) hours per week. For purposes of computing overtime, wages paid but not worked shall be counted. Overtime compensation shall be at the rate of one and one-half (1 1/2) times the employee's base hourly rate and shall be given in the form of pay. Compensatory time off may be earned in lieu of overtime pay provided an agreement is reached between the employee and the City prior to the performance of the work up to a maximum of thirty-six hours.

In general, overtime work shall be assigned in an attempt to equalize, over a period of time, the amount of overtime work opportunity among employees doing similar work. However, this objective does not override the Supervisor's responsibility to call out the employee best suited to a particular situation

Public Works and Utility Board Employees.

Public Works and Utility Board employees shall receive a two (2) hour minimum call-out time when called out after 6:00 p.m., or on weekends or holidays. One hour minimum overtime pay shall be given if the employee has already gone home, but is called out before 6:00 p.m. If an employee is called in early and works into normal working hours, or continues working from normal working hours, no minimum would apply. Also, minimum time will apply to regularly scheduled water and wastewater rounds. Minimum time does apply to attending meetings. If an employee is asked to attend a meeting which is not part of his regular job

responsibilities, that employee shall receive compensation at the overtime rate.

ARTICLE X

Earned Time Off

A. Vacations. Vacation days shall be awarded on an employee's anniversary date for work performed during the preceding twelve months. Full-time employees shall be entitled to one week of vacation after one year of employment; two weeks of vacation after two years of employment; three weeks of vacation after eight years of employment; and four weeks of vacation after fifteen years of employment. One week of vacation is considered five work days. Vacations must be taken in increments of at least one-half day but preferably in whole day increments. Full-time employees must work a minimum of 1,040 hours per anniversary year of employment to be eligible for vacation.

An employee may not carry over more than 80 hours of vacation time, and any excess of 80 hours shall be forfeited. However, a thirty (30) calendar day grace period is available to the employee in order to use any excess vacation time if desired.

Any days remaining at the end of the grace period will be permanently forfeited. An employee with at least one year of service with the City, who leaves the City, shall be paid for any unused vacation time, including that accrued since the employee's last anniversary date. If separated for cause the employee will not be paid for any vacation accruing since his last anniversary date. It is the desire of the City that employees take time off

for vacation. Therefore, except for employees who leave the City employ, employees will not receive pay in lieu of unused vacation time.

Vacations should be requested as early as possible but not later than 30 days prior to the time vacation is desired. Due to the fact that scheduling problems may exist, it is best to give a first and second choice for vacation times. The department supervisor will make every reasonable effort to give you your preference, but circumstances may require the supervisor to ask you to change, which is his prerogative.

No employee may take more than 160 consecutive hours of vacation time unless authorized by the employee's department supervisor.

If a holiday observed by the City falls during an employee's vacation, the employee shall receive an additional day of paid vacation.

B. Personal Leaves of Absence. Each full-time employee shall receive five (5) paid personal days off per year. The employee's anniversary date shall be used in determining personal days. Ten (10) days may be accumulated and carried to the following year or the City will buy them back from the employee at the employee's hourly rate of pay. New employees shall not take personal days within the first three (3) months of employment, nor more than two (2) days within the first six months.

Unused personal days shall be paid at 100% if the employee leaves the City of Eldridge except if terminated for cause.

C. Sick Leave. Sick leave will be earned at the rate of 1 day for each month of service. There shall be a maximum accumulation of 720 hours. Employees shall be paid for sick leave hours accumulated up to 280 hours only at retirement or total disability. For absences of 5 days or more, a physician's signature may be required for the employee to receive additional paid sick leave, or prior to returning to work. Sick leave may not be used as vacation time. An employee will not be paid for any accumulated sick leave if the employee quits or is involuntarily terminated from the employ of the City.

An employee may take 1/2 day minimum sick leave for health care appointments as approved by the supervisor. An employee has the option of using sick leave days, personal days or vacation days for work days missed due to an injury, whether or not the injury is job-related. However, Workmen's Compensation benefits will be applied to the on-the-job injuries. Disability insurance benefits pertain to other nonjob-related injuries and will be applied once the appropriate period has passed after which benefits are to begin.

ARTICLE XI

Time Off/Employee Leave

A. Holidays. The following shall be holidays for the City of Eldridge: New Year's Day, Memorial Day, Independence Day (4th of July), Labor Day, Thanksgiving Day, Friday after Thanksgiving, half day Christmas Eve Day, Christmas Day, half day New Year's Eve Day (except when Christmas Day and/or New Year's Day falls on a Sunday or Monday), Martin Luther King's Day, and Veteran's Day.

When a holiday falls on Sunday, the following Monday shall be observed. When a holiday falls on Saturday, the preceding Friday shall be observed.

Employees shall not be required to be on duty on holidays unless the employee's services are requested for an emergency or performance of an essential public service. Employees that work on a holiday shall receive one and one half (1 1/2) times their regular rate of pay plus straight time pay for the holiday.

Any employee shall forfeit his right to payment for any holiday if he has an absence that has not been excused by his supervisor on the working day immediately preceding or following such holiday.

B. Other Leave

1. Military Leave - Any full time employee who requires a military leave will, upon showing his orders to his immediate Supervisor, be given a leave of absence for up to thirty (30) days without loss of pay. (Iowa Code 29A.28) Anyone being required to report to active duty will be offered a job with seniority intact upon return.

2. Unpaid Medical Leave - Employees shall be eligible for unpaid medical leave of absence not to exceed seven weeks if supported by medical evidence acceptable to the City. Requests for additional time may be granted at the discretion of the City based upon its personnel requirements.

3. Funeral Leave - An employee may be granted up to three days paid funeral leave for the death of a mother, father, sister, brother, son, daughter, father-in-law, mother-in-law,

husband, or wife. If an employee desires additional days funeral leave for these named persons, a transfer of up to five (5) days of sick leave will be allowed with supervisory approval.

One day may be granted for the death of grandparents, sister-in-law, brother-in-law, uncle, aunt, son-in-law or daughter-in-law.

To be eligible for funeral leave the employee must attend the funeral.

4. Jury Duty - Any full time employee who is selected for jury duty shall receive a paid leave of absence for the time spent on such duty, less the pay received as juror. In no event shall the employee receive compensation in any one day more than his regular compensation would have been if he had been working a normal work day.

ARTICLE XII

Insurance

Regular full-time employees and their dependents shall be eligible to participate in the City's health, accident, disability and dental insurance plans in accordance with the terms of the plans. Employees shall be responsible for paying for themselves and each of their dependents a deductible of three hundred twenty-five dollars (\$325) each calendar year, provided that the maximum payment per family shall not exceed six hundred fifty dollars (\$650) per year. There will be no carryover credit for unused deductible from year to year. The maximum out-of-pocket expenses, including deductibles, per individual per calendar year shall be three hundred and twenty-five dollars

(\$325.00) per individual with a maximum of six hundred and fifty dollars (\$650.00) per family.

Employees shall pay fifteen percent (15%) of the premium in effect at any time during the agreement for the cost of health and dental insurance for themselves and their dependents. Employee payments shall be deducted from their check on a monthly basis by payroll deduction.

The City will pay the cost of health insurance premiums for the disabled employees for a minimum of two years and a maximum of five years of the disability period. At the end of the initial two-year period, the City will review the employee's status before an extension is granted. The premium paid will be for that coverage, including dependent coverage, in effect at the time that the disability period begins. Such dependent coverage will continue for the same period as that of the disabled employee.

Retired employees or eligible dependents of retired, deceased, or disabled employees, may choose to have insurance coverage continued under City insurance policies provided they pay all premiums quarterly and in advance, unless covered under other provisions of this policy.

City employees are covered by Worker's Compensation Insurance for job-related disabilities. Also, the City will pay total premium on disability insurance coverage for each full-time employee for nonjob-related disabilities. Disability benefits are 60% of wage, with maximum benefit of \$3,000 per month.

Benefits are payable following the satisfaction of the qualifying period provided the insured remains totally disabled and furnishes satisfactory proof of disability as required.

The City shall select the plan.

The employee shall be aware that changes in the disability policies may be made from time to time by the carrier. Attempts will be made to inform the employee of these changes as they occur. However, the employee should check with the City Clerk with any questions about current disability benefits policy.

The Employer shall have the right to change insurance carriers or plans, provided the benefits remain substantially equal. Any change which does not substantially reduce the benefits, but may alter the prerequisites for obtaining such benefits, will not prevent the Employer from changing carriers. Any change in plans shall not result in higher employee contributions than would have been payable if the Employee had remained with the insurance plan in effect immediately prior to the change.

The City shall provide each non-probationary employee with fifteen thousand dollars (\$15,000) of life insurance protection. This insurance coverage does not extend beyond the time the employee terminated employment with the City.

ARTICLE XIII

Education and Training

A. Training - The Department Supervisor shall select training to be undertaken and assign employees to the training as any other job assignment. Transportation, lodging, meals and tuition shall be paid for and provided by the City.

Training during regular working hours shall be paid for as any other work assignment. When mandatory training must be taken outside of the employee's normal working hours, the employee shall be paid at the rate of one and one-half times his basic hourly rate for any hours worked over forty (40) hours during the work week.

B. Education - Education is an employee-initiated activity for his own development. If the education is generally job-related or thought to improve an employee's performance or potential, as determined by the City, the City may participate in the costs of up to fifty percent (50%) of the tuition, fees and text materials. The percent of reimbursement may be changed by the City at the beginning of each fiscal year.

The procedure for this educational benefit is: 1) approval by the employee's supervisor before enrollment; 2) completion of the course(s) with a grade equivalent of "C" or higher and presentation of evidence thereof; and 3) agreement to repay the full costs to the City upon resignation within two (2) years after completion of the course(s).

C. Advancement of Funds for Expenses - Funds may be advanced to an employee, upon request, to be used by the employee

toward payment of allowable travel expense on City business as approved by the City. Receipts must be presented for all expenditures. A minimum of two (2) weeks notice must be given to the City Clerk to receive advancement of funds. Otherwise, the employee must wait for reimbursement until the next normal bill paying cycle.

For transportation to and from meetings, it is preferred that City vehicles be used. If an employee's personal vehicle must be used, the City will reimburse for mileage at the prevailing rate used by the State of Iowa.

ARTICLE XIV

Clothing Allowance

Section 1

Employees covered and dollar amount per year

Public Works and Utility Employees - \$155

Section 2

Items that are permitted and covered under the clothing allowance under Section 1.

- A. Trousers - blue in color
- B. Shirts - regular, long and short sleeves - blue
- C. Cap or hat - winter and summer - blue
- D. Work shoes and boots
- E. Winter coveralls
- F. Winter flannel shirts
- G. Jackets - winter and summer - blue or black
- H. Winter and summer overshoes
- I. Prescription safety glasses.

Section 3

Clothing items permitted. (non-office employees shall purchase clothing from a vendor approved by the City)

- A. 6 long-sleeved shirts
- B. 6 short-sleeved shirts
- C. 2 summer jackets
- D. 2 winter jackets
- E. 1 coverall
- F. 1 pair of 2-buckle boots
- G. 1 pair of 4-buckle boots
- H. 2 pairs of work shoes
- I. 2 pairs of climbing boots
- J. 3 caps or hats
- K. 8 trousers
- L. 4 flannel shirts

Section 4

A. When an employee proposes to purchase any of the qualified items, written approval must be issued by his supervisor prior to the purchase actually being made.

B. Clothing allowance may be used for special cleaning when approved by supervisor.

C. Shoulder emblems will be furnished by the City and shall be affixed to all shirts, jackets coats and other items as directed.

Section 5

Any employee not complying with the requirements of this policy shall be subject to disciplinary action.

Section 6 - Termination of employment

When employees terminate their employment with the City or Utility, the following items shall be returned: shoulder patches, coveralls and overshoes. The balance of the employee's clothing allowance shall be returned to the General Fund.

Section 7 - Maximum balance of clothing account

Any employee's clothing allowance shall not, at any time, exceed \$310.00.

Section 8 - Clothing allowance purchase payments

Employees must submit receipts as proof of purchase. All bills shall be submitted to the City Clerk by the 1st day of the month and payment shall be made by the 15th of each month.

The City shall provide smocks for Office employees, to be replaced as needed, and the smocks shall be City owned.

ARTICLE XV

Personal Property Damage

The City will pay up to One Hundred (\$100.00) per fiscal year for the repair and replacement of prescription eyeglasses and contact lenses which are damaged or destroyed while carrying out job responsibilities. The burden is on the employee to prove to his supervisor that damage has occurred in the line of duty.

ARTICLE XVI

Payroll Dates

Employees shall be paid wages every two weeks.

ARTICLE XVII

Retirement

The employee retirement program is governed by the provisions of the Iowa Public Employees Retirement Systems (IPERS).

ARTICLE XVIII

Entire Agreement

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are as set forth in this Agreement. Therefore, the City and the Association for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Agreement terminates and renders inoperable all past practices and all verbal and written agreements between the parties existing prior to the effective date of this Agreement.

ARTICLE XIX

Duration of Agreement

This Agreement shall be effective the 1st day of July, 2003 and continue through June 30, 2007. This Agreement shall continue in effect from year to year thereafter unless the party seeking modification of this Agreement shall cause a written notice to be served on the other party by September 15, 2006. The notification in writing is jurisdictional but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

CITY OF ELDRIDGE

ELDRIDGE IOWA EMPLOYEES
ASSOCIATION

BY: Mark Wahl BY: Scott Wilson
Dated: 1-6-03 Dated: 1/27/03

BY: Denise Benson BY: Doug Smith
Dated: 1-6-03 Dated: 1-27-03

ELDRIDGE UTILITY BOARD

BY: Kevin Kenger
Dated: 1-7-03

BY: Michael E. Ryznar
Dated: 1-7-03

December 17, 2002

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Eldridge, Iowa and the Eldridge Utility Board (collectively "City") and Eldridge, Iowa Employees' Association ("Association").

The parties have agreed to make certain specific adjustments to wage rates for the following employee classifications commencing July 1, 2003. Any employee employed in those classifications on the date wages are adjusted will receive the listed adjustment for that position.

| CLASSIFICATION | JULY 1, 2003 | JULY 1, 2004 | JULY 1, 2005 |
|---------------------------|--------------|--------------|--------------|
| LABORER | \$0.30 | \$0.31 | \$0.64 |
| BILLING CLERK | \$0.30 | \$0.26 | \$0.26 |
| LINE APPRENTICE | \$0.30 | \$0.26 | \$0.52 |
| LINE WORKER | \$0.30 | \$0.40 | \$0.81 |
| WASTEWATER SUPERINTENDENT | \$0.30 | \$0.04 | \$0.00 |
| EQUIPMENT OPERATOR | \$0.30 | \$0.16 | \$0.00 |

The above wage adjustments shall be made after the general wage increase that is granted to employees in the above classifications effective July 1 each year of the parties' labor agreement.

CITY OF ELDRIDGE

ELDRIDGE IOWA EMPLOYEES
ASSOCIATION

BY: [Signature]
Dated: 1-6-03

BY: [Signature]
Dated: 1/27/03

BY: [Signature]
Dated: 1-6-03

BY: [Signature]
Dated: 1-27-03

ELDRIDGE UTILITY BOARD

BY: [Signature]
Dated: 1-7-03

BY: [Signature]
Dated: 1-7-03

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